



COMMONWEALTH of VIRGINIA

Lemuel C. Stewart, Jr.
Chief Information Officer
Email: lem.stewart@vita.virginia.gov

Virginia Information Technologies Agency
110 SOUTH SEVENTH STREET
RICHMOND, VIRGINIA 23219
(804) 371-5000

TDD VOICE- TEL. NO.
371-8076

May 4, 2004

David J. Keller
nTelos Network, Inc.
401 Spring Lane
Waynesboro, VA 22980

RE: IFB# 2004-032, Contract VA-040504-NTEL (Contract)

Dear Mr. Keller:

Please accept this letter as your official notice of award for all items as noted in the Schedule of the IFB, solicited under the above referenced procurement. A copy of the fully executed contract is enclosed with this notice. Please reference the contract number shown above in all future correspondence/invoices concerning this agreement.

The DIT point of contact for this contract is the undersigned, (804) 371-5991.

Sincerely,

A handwritten signature in cursive script, appearing to read "Joe A. Parr".

Joe A. Parr
Technology Contracts Manager

Enclosure
cc: File

COMMONWEALTH OF VIRGINIA
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
SUPPLY CHAIN MANAGEMENT
110 SOUTH 7TH STREET
RICHMOND, VIRGINIA 23219

CENTREX SERVICE

Invitation For Bids No. 2004-032 LB

Issue Date: March 31, 2004 Due Date/Time: April 30, 2:00 P.M.

Procurement Engineer: Joe Parr, VCO, CPPO

Phone: (804) 371-5991

E-mail Address: joe.parr@vita.Virginia.gov

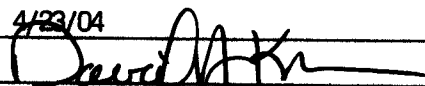
Initial User: Douthat State Park, Route 1 Box 212, Millboro, Virginia 24460

NOTE: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343.1 or against an bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

AWARD POSTING: Upon the award or the announcement of the decision to award a Contract as a result of this solicitation, the Commonwealth of Virginia, through Virginia Information Technologies Agency, Supply Chain Management (SCM) Division, will publicly post such notice on its website at www.asd.state.va.us/ and www.eva.state.va.us for a minimum of 10 days.

CLARIFICATION OF TERMS: If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the Procurement Engineer whose name appears on the face of this solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Procurement Engineer.

The undersigned offers and agrees to furnish any and all equipment and/or services in accordance with the attached signed bid or as mutually agreed upon by subsequent negotiation.

COMPANY NAME: NTELOS Network Inc. DATE: 4/23/04
ADDRESS: 401 Spring Ln BY: 
NAME: David J. Keller (Print)
TITLE: VP Wireline Sales
CITY/STATE/ZIP: Waynesboro VA 22980 PHONE NO: 540-946-1860
FEIN OR SOCIAL SOC. NO: 54-1246324 FAX NO: 540-941-0060
COMPANY WEBSITE: www.ntelos.com E-MAIL ADDRESS: kellerd@ntelos.com

eVA Business-to-Government Registered Vendor partner with Commonwealth of VA? YES ☒ NO ☐

This information below is requested for informational purposes only:

Corporation ☒ Partnership ☐ Proprietorship ☐ Individual ☐

Woman Owned ☐ Small Business owned ☐ Minority Owned ☐ Small Disadvantaged ☐

All Items accepted.

Award Date: 5/4/04

By: Joe Parr
Tech Contracts Manager

Amount: Per Order

Contract Number: VA-040504-NTEL

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INSTRUCTIONS TO BIDDERS

The Commonwealth encourages prospective Contractors to establish strategic industry partnerships, and subcontracting relationships with other vendors, particularly small, minority and women owned businesses, to facilitate the services required for the awarded contract.

1. In order to be considered for selection, Bidders must submit a complete response to this IFB. One (1) original and (1) copy of each Bid should be submitted to be considered. No other distribution of the solicitation shall be made by the Bidder. **All sealed bids submitted for consideration shall be clearly marked on the outside cover of each envelope, box or package:**

Name of Company
Street or P.O. Box Number
City, State, Zip Code

Virginia Information Technologies Agency (VITA)
Supply Chain Management, Attn. LaVerne Branch
110 South 7th Street, Suite L100
Richmond, Virginia 23219

IFB Number 2004-032LB
Due Date: April 21, 2004 Time: 2:00 p.m.

2. Bids shall be signed by an authorized representative of the bidding company. Failure to submit all information requested may result in rejection by the Virginia Information Technologies Agency, as non-responsive.
3. Bids should be prepared simply and economically. Emphasis should be placed on completeness and clarity of content.
4. Ownership of all data, materials, and documentation originated and prepared for the Commonwealth pursuant to the IFB shall belong exclusively to the Commonwealth and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Bidder shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Bidder must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire bid document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the bid.
5. It is the Bidders responsibility to inquire about and clarify any requirement of this IFB that is not clearly understood. All questions must be in writing and submitted by 4:00

p.m. no later than five (5) days prior to bid due date. No questions or inquiries will be accepted after this time. The Commonwealth will not be bound by verbal responses to questions. All inquiries concerning this IFB should be submitted by fax, email or U.S. Mail (Indicate on envelope "Questions on IFB # 2004-032 to: LaVerne Branch c/o Joe Parr at Email: joe.parr@vita.virginia.gov or by Fax: at (804) 371-5969.

To avoid the appearance of any impropriety, *Bidders shall not discuss this solicitation or their bid with any Commonwealth employee or public servant other than the above named individual.*

6. No bids, request for clarifications or modifications to a bid shall be accepted after the closing date and time. Bidders may use any means of delivery but it is the responsibility of the Bidder to allow adequate time for delivery to the appropriate office as indicated herein. Bids and modifications received after closing date and hour will not be considered for an award. The late bids will be filed unopened.
7. Any contract awarded as a result of this IFB will be considered a mandatory use contract to assist users in meeting their individual requirements for the services listed herein, however, the Commonwealth is not required to purchase Centrex services from any industry partner which may win a contract under this RFP.
8. The Supply Chain Management Division of VITA maintains a web site with a URL of www.asd.virginia.gov. This web site provides information about SCM and acquisitions conducted by SCM for Information Technology related items. Bidders are encouraged to check this site regularly. The web site should be checked prior to submission of a bid to identify any amendments that may have been made subsequent to issuance.
9. Bidder attention is directed to the IFB cover page concerning company information including their Federal Identification Number. Failure to supply the FEIN number may result in our inability to verify your registration and may be cause for rejection of your bid.
10. Bidders are required to register with eVA (www.eva.state.va.us). Bid awards will not be considered if the Bidder is not registered prior to the award date.
11. Results of this IFB will not be given out by telephone. The Notice of Award will be made available on the eVA web site (<http://www.eva.state.va.us>) and the ASD web site (www.asd.virginia.gov) as soon as selection is made.
12. Bidders are advised to read and understand General and Special Terms and Conditions, stated in the IFB. All requests for clarification must be received a minimum of five work days prior to bid due date.
13. THE USE OF "SHALL" OR "MUST" INDICATES A MANDATORY REQUIREMENT; THEY ARE SUCH THAT THEY CANNOT BE WAIVED AND ARE NOT SUBJECT TO NEGOTIATION.

I. PURPOSE

The purpose of this Invitation For Bids (IFB) is to solicit sealed bids to establish a contract, with one qualified source, for five (5) successive years with one optional additional successive five (5) year period, to provide reliable Analog and Digital Centrex Services configured with standard plus custom features as specified herein. Initially, the Centrex service is to be installed for the Department of Conservation and Recreation at Douthat State Park, an agency of the Commonwealth of Va. Additional lines and/or features may be purchased for Douthat Park or Centrex services and features may be requested for other Commonwealth of Va. agencies in the Waynesboro Exchange. However, state agencies may not purchase Centrex Services directly from the contractor, but must submit a Telecommunications Service Order (TSO) Request to Virginia Information Technologies Agency (VITA).

II. BACKGROUND

- A. The Virginia Information Technologies Agency has the responsibility for all Technology Administration functions in the Commonwealth of Virginia, to include, but not limited to, the basic configuration of systems, primary product site, and primary product management. The right will be given to Douthat State Park and other agencies to determine how the system will be administered at their location.

III. SCOPE OF WORK

- A. The awarded Contractor shall furnish all necessary software and switching equipment to provide Analog and Digital CO service for one Analog line, and 20 Centrex lines using the numbers 540 862-8100 thru 8119. The awarded Contractor must facilitate the retention of these existing telephone numbers, at the contractor's expense. The service shall include local exchange access, intra-system communication and feature capabilities including, but not limited to the following features:
- a. Direct Inward Dialing
 - b. Direct Outward Dialing
 - c. Conference Call – Connecting 3 or more people to one phone conversation
 - a. Call Transfer
 - b. Call Hold
 - c. Call Forwarding Busy
 - d. Call Forwarding Don't Answer
 - e. Call Forwarding All Calls
 - f. Directed Call Pickup
 - g. Automatic Call Back
 - h. Speed Calling
 - i. Restriction of Long Distance Calls
 - j. 3-Digit Intercom Dialing
 - k. Hunting – Rollover Lines
 - l. User programming changes

Each Centrex line shall be configured with direct inward dialing (DID), direct outward dialing (DOD), minimum four (4) digital station-to-station calling (intercom), ability to selectively allow or deny lines / trunks the ability to place long distance (toll) calls, call hold, call transfer all calls (internal and external), consultation hold, 3-way calling (conference), and call forwarding-busy and no-answer (within the system), call forwarding-variable (inside and outside system), and call pick-up.

The service shall be installed and maintained with a trunk (Network Access Register-NAR) to line ratio of a minimum of one trunk for each 4 Centrex line in service.

The lines shall have the ability to be restricted from dialing certain NPA's such as 700 and 900 numbers.

B. VOICE MAIL REQUIREMENTS

1. Provide Integrated Voice Mail Services available for use with both the analog and digital Centrex lines.
2. Provide callers the option to dial a single digit (preferably "0") to automatically transfer their calls to a pre-assigned "live operator" upon accessing a voice mailbox.
3. Each voice mailbox shall be configured to provide a minimum of 15 messages (3 minutes each) plus 60 second greetings.
4. The voice mail service shall allow interactive messaging among voice mailboxes within the Centrex to provide capabilities such as message forwarding, broadcast messages, etc.
5. The voice mail service shall be integrated with the Centrex service to automatically activate visual message waiting indicators of system-compatible analog and ISDN telephone sets.
6. The visual signals shall be activated when messages have been received in the voice mailboxes associated with the Centrex lines to which the telephones are connected.
7. The voice mail system shall also be capable of generating an audible message waiting indication (stutter dial tone) to signal that a message has been left in the voice mailbox assigned to a Centrex line connected to a telephone that is not equipped with visual message waiting indication.
8. The message waiting indicators (visual and audible) shall be automatically deactivated when the message in the voice mail box have been reviewed and properly processed.

C. TECHNICAL REQUIREMENTS

1. Both analog and digital Centrex-type service must be available.
2. MCI is the Commonwealth's current preferred inter-exchange carrier (PIC). To be responsive the Bidder's facilities must provide "Equal Access" to all inter-exchange carriers (IXCs) to allow the Commonwealth to route all of its outgoing long distance calls to MCI, or any other ICX that the state may select to use in the future.
3. The analog and digital lines shall be configured for DTMF and loop starting signaling.
4. The analog service shall be configured for use with telephone industry standard "2500 type" telephone sets. The digital line may utilize Integrated Service Digital Network (ISDN) technology or other digital signaling technologies that are supported by a variety of fully compatible commercially available digital telephone sets..

D. CONTRACT USAGE PROCEDURES

1. In general, for services covered under the awarded contract, the contractor shall assume that all interaction, both administrative and technical, conducted with the Commonwealth, will be exclusively conducted through the Virginia Information Technologies Agency(VITA).
2. All requests for service under the awarded contract will be submitted to the contractor on a VITA "Telecommunication Service Order (TSO), signed by an authorized VITA "Ordering Officer".
3. The initial Centrex service is to be provided to Douthat State Park. However, during the term of the awarded contract, the Commonwealth of Virginia reserves the right to request Centrex service is provided at other state agencies within the same official boundaries as the Waynesboro Exchange.
4. No guarantees or assurance that any minimum quantity of the service will be purchased or, if purchased, will remain in service for any minimum period of time. The Commonwealth reserves the right to add or discontinue service and/or features being provided to an agency, at anytime during the term of the contract at no additional monthly charge rates.
5. By submitting a bid, each bidder agrees that if it is awarded the contract resulting from this IFB, and is also the recipient of a contract to provide the same or substantially similar services on a statewide basis or in a region encompassing the Waynesboro Exchange, the Commonwealth shall have the option to cancel this agreement and have the service provided under the new contract.

E. INSTALLATION, SUPPORT, AND MAINTENANCE REQUIREMENTS

1. Subsequent to contract award, within thirty (30) calendar days after receipt of a properly executed Telecommunications Service Order from VITA, the contractor shall deliver, install, and test the services, and features.
2. Support service must be available 24 hours a day, 7 days each week, including weekends, and Virginia holidays.
3. The contractor must provide cross-connection of the Centrex lines to the building's in-place telecommunication cabling system.
4. The contractor shall provide and install fast-acting gas-tubes transient voltage surge suppressors on each line installed in a facility. Carbon block protectors will not be accepted as secondary protection.
5. The contractor shall terminate all cable pairs on a Contractor provided RJ-21X network interface device (NID) located in the facility's main telecommunication equipment room. The NID shall be labeled with seven (7) digit telephone numbers to clearly identify the location of each Centrex line on the interface.
6. The contractor shall not interfere with the current operational telephone system and/or telecommunications cabling system in a manner that causes operational outages. Any temporary modifications to the existing telephone and/or cabling system required to complete the installation of the new services, must be during a mutually agreeable time between the on-site contact person and the contractor.
7. The contractor shall obtain all right-of-way, licenses, and /or permits required by applicable authorities in order to install and provide service in the Waynesboro Enterprise.
8. Maintenance support should include new versions, upgrades and patches that are released during the term of the contract.
9. The contractor shall respond to reports of interruption of normal local exchange services within one (1) hour after receipt of notification from the Commonwealth. Response may be on-site or from a remote location, based on the source of the failure. If on-site response is required, service shall be restored within four (4) hours after receipt of failure report.
10. The Commonwealth of Virginia will be responsible for all intra-building cabling from the NID to the telecommunications outlets for telephone sets, facsimile machines, etc.
11. The contractor shall provide a single point of contact for the reporting of service problems.

F. SERVICE MOVES, ADDS, AND CHANGES

1. Upon receipt of a VITA request order , the contractor shall deliver and install additional and / or make changes to existing in-place services, and / or complete de-installation or disconnection of indicated services within the following time-frame:
Service Order involving 1 – 10 lines 10 calendar days
Service Orders involving 11 – 30 lines 20 calendar days
Service Orders involving 30 + lines To be mutually agreed
2. The Commonwealth reserves the right to implement the option to avail itself of any of the additional Centrex and/or Voice Mail features/services offered in the awarded contract at any time during the initial 5- year term or subsequent renewal 5-year term of the contract.

G. TRAINING REQUIREMENTS

1. All cost for training and materials shall be included in the basic cost of services to be provided.
2. The contractor shall coordinate and schedule with user agency to provide on-site, hands-on training for all users, using fully functional Centrex service and telephone equipment provided by the agency.
3. Training shall be provided the same week as, but not prior to, cutover of service
4. Training materials shall be provided in conjunction with a verbal explanation of the system features and configuration.
5. A refresher training class shall be held not more than 14-days after cutover at a time coordinated with the user.
6. The contractor's trainer shall be experienced in the services awarded, with detailed knowledge of the specific design and configuration of the services installed.

H. WARRANTY

The local exchange service shall be warranted to operate free from failure and shall be consistently available for use by the Commonwealth. The cost for the warranty, if any, shall be included in the monthly cost for the service.

IV. INVOICE AND PAYMENT

The Commonwealth of Virginia is exempted from paying E-911 charges. Bidders shall not include such charges in their bid response and any inclusion of E-911 charges shall result in the bid response being declared non-responsive.

1. To Prime Contractor:
 - a. Each month one (1) consolidated bill must be delivered to VITA for service purchased from the contractor during the prior billing period.
 - b. All invoices shall show:
 - the contract number; the contractor's federal identification number (for proprietorships, partnerships, and corporations)
 - monthly recurring charges
 - non-recurring charges for one-time costs
 - partial month's service charge
 - other charges and credits
 - State and Federally mandated charges and fees
 - c. Contractor invoices must be submitted within 90-days after the service is delivered. All charges must be identified at the lowest level of detail(i.e., phone level). If available, charges should be provided on electronic media at the detail level. Charges older than ninety (90) days will not be paid.
 - d. All goods or services provided under this contract or other TSOs, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed, unless otherwise specified, in writing by the Commonwealth.
 - e. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
2. The Commonwealth shall be rebated or credited, a probated hourly portion of the applicable monthly service charge for each occurrence during which service is denied for 8 hours or more, during any consecutive 30-day period.
3. Any charges disputed by VITA must be formally responded to by the contractor within 90-days or VITA will assume problems are resolved.

V. GENERAL TERMS AND CONDITIONS

The terms and conditions of the awarded contract shall apply to the Douthat State Park location and each additional entity receiving equipment and service during the term of the contract.

A. MANUALS

This solicitation is subject to the provisions of the *Virginia Public Procurement Act* and Virginia Information Technologies Agency's *Guide To Technology Procurement* and any revisions thereto, which will be incorporated into the awarded Contract in their entirety. A copy of the VITA Guide is available at Internet site www.asd.virginia.gov.

B. APPLICABLE LAWS AND COURTS

This solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. ANTI-DISCRIMINATION

By submitting their bid, Bidders certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia, § 2.2-4343.1E*).

In every Contract over \$10,000 the provisions in a. and b. below apply:

a. During the performance of this Contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

- 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for meeting these requirements.

- b. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING

By submitting their bid, Bidders certifies that their bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting their bid, Bidder certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS

By submitting their bid, Bidder certifies that they are not currently debarred by the Commonwealth of Virginia from submitting bids on Contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. ANTITRUST

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular services purchased or acquired by the Commonwealth of Virginia under said Contract.

H. PRECEDENCE OF TERMS

Paragraphs A-I of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

I. QUALIFICATIONS OF BIDDERS

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine that the bidder is currently authorized by the Virginia State Corporation Commission (SCC) to provide local exchange telephone service within the Waynesboro Exchange. The bidder shall furnish to the Commonwealth all such information and data to confirm that bidder is registered as a local exchange company as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the Contract and to provide the services contemplated therein.

J. TESTING AND INSPECTION

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure services conform to industry standards and the specifications in accordance with the statement of work (SOW) that results in an order placed against this Contract.

K. CHANGES TO THE CONTRACT

Changes can be made to the Contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.
2. The Commonwealth may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as type and quantity of service to be performed, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or

- c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the Contract generally.

L. DEFAULT

In case of failure to deliver services in accordance with the Contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Commonwealth may have. Contractor shall not be liable for any excess cost if the failure to perform arises out of any act of war, order of legal authority, strikes, act of God, or other unavoidable causes not attributed to their fault or negligence.

M. INSURANCE

By signing and submitting a proposal under this solicitation, the bidder certifies that if awarded a Contract, it will have the following insurance coverage at the time the Contract is awarded. For construction Contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits.
2. Employers Liability - \$100,000.

3. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
4. Automobile Liability - \$500,000 - Combined single limit. (Only used if motor vehicle is to be used in the Contract.)

N.

DRUG-FREE WORKPLACE

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor, the employees of who are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

O.

NONDISCRIMINATION OF CONTRACTORS

A Bidder or Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

P.

~~eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION~~

~~1. Ordering Methods~~

~~The Commonwealth requires Contractor(s) to accept orders via the eVA ordering system. Contractors will also have a local Virginia telephone number, or a toll~~

free (800) number, or agree to accept collect calls. Each Authorized User is responsible for placing its own orders, which may be accomplished by written purchase order, telephone, fax or computer on-line systems. The Contractor shall also provide customized websites to enable online orders by institutions of higher education, local and municipal governments.

2. eVA Plan

The bidder shall provide, in addition to the signed Traders Purchase Agreement, a detailed plan outlining their current eVA status, time needed to complete implementation, requirements, anticipated delays and overall proposed plan.

Q. eVA BUSINESS-TO-GOVERNMENT PROGRAM

A. VENDOR REGISTRATION

The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service, and complete the Ariba Commerce Services Network registration.

Vendors are strongly encouraged to register prior to submitting a bid or offer. Failure to register will result in the bid being found non-responsive and rejected. All vendors must register in both the eVA and the Ariba Commerce Services Network Vendor Registration Systems.

1. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding, as they become available.
2. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.
3. Ariba Commerce Services Network Registration. The Ariba Commerce Services Network (ACSN) registration is required and provides the tool used to transmit information electronically between state agencies and vendors. There is no additional fee for this service.

R. eVA BUSINESS-TO-GOVERNMENT CONTRACTS

The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Failure to comply with the requirements in a. and b. below will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

a. Submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from <http://learnabouteva.dgs.state.va.us/Supplier/files/TPA110402.pdf> www.eva.state.va.us. AMS the Commonwealth's service provider to implement and host the eVA e-procurement solution.

b. Provide an electronic catalog (price list) for services awarded under a term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eva.state.va.us.

VII. SPECIAL TERMS AND CONDITIONS

A. CONTRACT TERM

The initial contract term will be for a five (5) year period and may be renewed by the Commonwealth for one successive five-year periods under the terms and conditions of the original contract. Written notice of the Commonwealth's intention to renew will be given approximately 90 days prior to the expiration date of each contract period. All Orders and related documents shall survive the period of performance stated in this section until such time as all Orders (executed prior to the expiration date of the Contract) have been completely performed.

B. CONTRACTUAL DISPUTES

In accordance with Section 2.2-4363 of the *Code of Virginia*, Contractual claims, whether for money or other relief, shall be submitted in writing to the purchasing agency no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such purchasing agency at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The purchasing

agency shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under Section 2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 2.2-4364, Code of Virginia or the administrative procedure authorized by Section 2.2-4365, Code of Virginia.

The Virginia Information Technologies Agency, its officers, agents and employees, are executing this Agreement and any orders issued hereunder, solely in its or their statutory and regulatory capacities as agent for the Commonwealth agency purchasing and receiving the services to this Agreement or on any subsequent order thereto and need not be joined as a party to any dispute that may arise hereunder.

In the event of any breach by the Commonwealth, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this section. In no event shall Contractor's remedies include the right to terminate any license or support services hereunder.

C. AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the Commonwealth shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

D. PRIME CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for completely supervising and directing the work under this Agreement and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The Contractor agrees that he is fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

E. ADJUSTMENT INDUSTRIAL FUNDING

The Contractor shall pay DIT an Industrial Funding Adjustment (IFA). It is the intent of the Commonwealth to capture 2% of all sales, including temporary reduced pricing, under this Agreement. The Contractor shall remit the 2% IFA with the "Contractor Monthly Report of Sales" to the DIT Controller and in addition shall provide a copy (not actual check) of the submitted check and the "Contractor Monthly Report of Sales" to the DIT Contract Administrator within the first ten (10) calendar days of the following month. The IFA equals two percent (2%) of the total monthly sales reported. DIT may,

at its discretion, agree to an electronic funds transfer in lieu of a check; however, in the absence of an express written agreement from DIT that validates agreement then the payment shall be made by check and made payable to the DIT Controller. The IFA amount due shall be paid by check with identification of "Contract number", "report amounts", and "report period", on either the check stub or other remittance material.

If the full amount of the IFA is not paid within 30 calendar days after the end of the applicable reporting period, it shall constitute a Contract debt to the Commonwealth of Virginia, and the State may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the IFA in a timely manner may result in termination or cancellation of this Contract and the Contractor held in default.

F. CONTRACTOR RECORDS

All Contractual books, records and other documents related to matters under this Contract shall be made available by Contractor to the State and its designated agents for a period of three (3) years after final payment for purposes of audit and examination.

G. ORDER CHANGES

Any changes to be made once an order has been provided to the Contractor must be made between the VITA and the Contractor. Both parties shall agree in writing to any changes in the scope of features and any increase or decrease in services that may result as a consequence of the changes. **No order changes may be made verbally. Only VITA has the right to issue a change to any order.**

G. SMALL BUSINESSES, WOMEN AND MINORITY-OWNED BUSINESSES

Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor shall give full and fair consideration to small businesses, women and minority -owned businesses. When such business has been subcontracted to these firms, the contractor agrees to furnish the agency Contract Administrator purchasing office with quarterly reports that includes the following information: name of SWAM-owned subcontracted firm, contact name and phone number, total dollar amount subcontracted and type of product/service provided by the subcontracted firm.

H. ASSIGNMENT OF CONTRACT

Upon written notification to Contractor, VITA or any successor Agency or Organization may assign any resulting contract to this solicitation with all obligations and duties there under to any public or private entity. In the event of such assignment, VITA or its successor, as the case may be, shall no longer be a party to, nor have any further right or obligation under the resulting contract.

I LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, the Contractor's liability under this contract for loss or damages to government property caused by the use of any defective or deficient product and/or services delivered under this Contract shall not exceed the greater of ***\$1,000,000 dollars or two times the total amount of the affected order to be paid to the Contractor resulting from a statement of work (SOW) under this contract as of the date of the event or circumstance giving rise to Contractor's liability.*** The Contractor will not be liable under this contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this contract. The above limitation of liability is per incident. The limitation and exclusion of damages in the foregoing sentences will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or willful negligence on the part of the contractor; or (c) circumstances where the contract expressly provides a right to damages, indemnification or reimbursement.

J. LIMITATION OF COST

The User will not be obligated to reimburse the Contractor for Centrex services in excess of the monthly fee set forth in the contract, and the Contractor shall be obligated to continue performance of the contract, at the monthly fee set forth in the contract.

K. CANCELLATION OF CONTRACT

The Commonwealth reserves the right to cancel and terminate any resulting contract, in part or in whole, at anytime during the contract period, without penalty, upon 30 days written noticed to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation. Payment will be made by the Commonwealth to the Contractor for services provided as of the effective cancellation date.

L. PRICE ESCALATION/DE-ESCALATION

The Commonwealth, in its sole option, may permit an over-all monthly fee amount adjustment at the end of the initial five year period, when request is due to supported documented changes in the Contractor's cost of services in accordance with industry standards. Any approved fee changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The Contractor shall document the amount and the proposed effective date of any general change in the price of services. Documentation shall be supplied with the Contractor's request for increase which will: 1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth; and (2) verify the amount of percentage of increase which is being passed on to or by the Contractor and why the percentage of increase is necessary to supply Centrex services to the Commonwealth. The Contractor is further advised that decreases which affect the cost of services are required to be communicated and effective immediately to the Commonwealth.

M. BID EVALUATION AND AWARD PROCEDURE

Upon the completions of evaluation, the responsive and responsible bidder offering the lowest overall total pricing will be awarded the contract. The Commonwealth reserves the right to reject any and all bids. A Notice Of Award will be posted, on the eVA and VITA websites, ten days prior to the actual award date of the contract.

TELEPHONIC REQUESTS FOR BID RESULTS WILL NOT BE HONORED.

VIII. PRICING SCHEDULE

A. The Commonwealth is exempt from paying E-911 charges; bids shall not include such charges.

- Bidders shall provide a separate, itemized list, unit prices and a brief explanation of the manner in which the Monthly Recurring charges will be applied for each of the elements included in the "Additional Miscellaneous Charges" quoted in item number 8 below, i.e., "cost per line per month, cost per trunk per month, etc."
- Bidders shall provide a separate, itemized list of all one-time cost, if any the Commonwealth will incur, including installation costs. A brief explanation of the manner in which the additional Non-Recurring charges will be applied for each of the elements included in item number 13 below, i.e., cost per service order, cost per day, construction cost, etc."
- Provide a separate list of Centrex and Voice Mail services and features, if any that are included with the services specified herein at no additional cost to the Commonwealth.
- Provide all applicable monthly charges levied by any government entity with jurisdiction over the delivery of the services specified in this IFB.

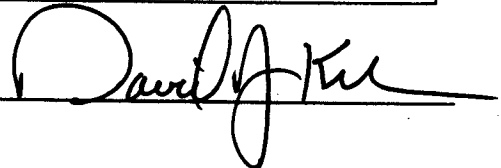
B. Bidders shall indicate a price for all line items. If the item is included in a base price or at no cost, state so by providing "Incl." or "No Chg" in the unit price column:

No.	Monthly Description	Qty.	Unit	Unit Price	Extended Price
1.	Digital Centrex Lines	20	ea	\$8.15	\$163.00
2.	Analog Centrex Line	1	ea	\$8.15	\$8.15
3.	Voice Mailbox	1	ea	\$5.95	\$5.95
4.	NARS	5	Ea	\$35.93	\$179.65
5.	Digital Federal Subscriber Line Charge	20		\$9.20	\$184.00
6.	Analog Federal Subscriber Line Charge	1		\$9.20	\$9.20
7.	VA Relay Rate	21		\$0.16	\$3.36
8.	Additional Misc. Recurring Charges			\$4.00	\$84.00 zone mileage
MONTHLY SUBTOTAL OF 1 THRU 8		>>>>>	>>>>>	>>>>>>	\$637.31
9.	Digital Centrex Lines Installation	20			NO CHG
10.	Analog Centrex Lines Installation	1			NO CHG
11.	Voice Mailbox Installation	1			NO CHG
12.	Centrex Trunk Installation	5			NO CHG
13.	Additional Misc. Installation Costs				NO CHG
MONTHLY SUBTOTAL OF 9 THRU 13					\$0.00
14.	Change PIC on Centrex Line / InterLATA PIC				NO CHG
15.	Change PIC on Centrex Line / IntraLATA PIC				NO CHG
16.	Service Order Charges				NO CHG
17.	MONTHLY SUBTOTAL OF 14 THRU 16				\$0.00
ANNUAL RECURRING TOTAL					
\$ 637.31		TOTAL ANNUAL RECURRING PLUS INSTALLATION COSTS			
\$ 637.31		\$ 637.31			

Company Name:

NTELOS Network Inc.

Signature:





COMMONWEALTH of VIRGINIA

Lemuel C. Stewart, Jr.
Chief Information Officer
Email: lem.stewart@vita.virginia.gov

Virginia Information Technologies Agency
110 SOUTH SEVENTH STREET
RICHMOND, VIRGINIA 23219
(804) 371-5000

TDD VOICE- TEL. NO.
371-8076

AMENDMENT NO. 1

Reference: Invitation For Bids (IFB)
Issue Date: March 31, 2004
Reference Number: 2004-032 LB
Title: Centrex Service
Issuing Agency: Commonwealth of Virginia
Virginia Information Technologies Agency
110 S. 7th Street – East Lobby
Richmond, Virginia 23219
Response Due Date: April 30, 2004, NLT 2:00 PM (Local Time)

Reference: Instructions To Bidders, paragraph 10 on page 4 of the solicitation: Delete in its entirety. eVA does not apply to this procurement.

Reference Section V. General Terms and Conditions, paragraphs P, Q, and R, on pages 15, 16, and 17 of the solicitation:
Delete all three clauses in their entirety. eVA does not apply to this procurement.

Additional mandatory provisions: See attached sheet.

A signed acknowledgment of this amendment should be received by the issuing office either prior to the Bid due date and hour, or attached to your Bid. A signature on this amendment does not constitute your signature on the Bid. The Bid must also be signed.

Ntelos Network Inc.

Name of Firm

Signature/Title

VP-Wireline Sales

4/23/04

Date

The following additional provisions are mandatory and apply to the Services being procured by IFB 2004-032 LB:

TELECOMMUNICATIONS SERVICE ORDERS (TSOs)

VITA retains the exclusive authority to order all Services delineated herein. The Commonwealth will issue a Telecommunications Services Order (TSO) to the Contractor for Services identified herein. To be valid, the TSO must cite the Contract Number identified in the upper left hand corner of VITA form 62 (Rev 2/10/2004), and must be signed by an Ordering Officer authorized to bind the Commonwealth contractually for telecommunications Services acquired under this Agreement. The TSO must identify the Service(s) to be acquired, the price for each Service and the required Service Commencement Date for each Service.

Upon receipt of a TSO via either regular mail, facsimile, or electronically, the Contractor shall process the TSO and return a Service Order identifying the following information:

- a. Verification that the TSO is technically correct;
- b. Date Services will commence;
- c. Verification of the charge for each item (Service) to be provided, and;
- d. Other applicable administrative information necessary to deliver the Services requested on the TSO.

A copy of VITA's standard TSO is attached to this Amendment as "Attachment A".

ORDERING OFFICER(S)

The Contracts Manager, Supply Chain Management Directorate, VITA, appoints the following authorized Primary and Alternate Ordering Officers. The Ordering Officer(s) authority is limited to ordering the Services as identified in the Schedule herein, by written TSO(s) which reference this Contract, and does not include the ability to add any additional Services not set forth in the Schedule herein or to change or modify any prices, terms and/or conditions agreed upon by the parties hereto. All changes to this Contract must be incorporated in a formal modification to this Contract.

The authorized Ordering Officers appointed by VITA and assigned to this Contract are identified below. Notwithstanding anything to the contrary, the State will make payment only against the base Contract and other valid TSO(s) executed by the Ordering Officers listed below.

ALTERNATE ORDERING OFFICER

Mr. Phil Johnson
Dept. of Information Technology
110 South 7th Street
Richmond, VA 23219
Phone (804) 371-8537
pjohanson@dit.state.va.us

PRIMARY ORDERING OFFICER

Mr. Donald Spangler
Dept. of Information Technology
110 South 7th Street
Richmond, VA 23219
Phone (804) 371-8538
dspangler@dit.state.va.us

SERVICES

During the term of this Contract, the Contractor is not authorized to substitute any Service identified in the Schedule without the written permission of the Director, Supply Chain Management Directorate, VITA. Violation of this condition shall be considered grounds for termination of the Contract.

ATTACHMENT "A"
TO
IFB 2004-032 LB

DEPARTMENT OF INFORMATION TECHNOLOGY
110 SOUTH 7TH STREET, RICHMOND, VA 23219
TELECOMMUNICATIONS SERVICE ORDER

* DIT ORDER NO :	PROJECT:
* ACCOUNT NO. :	REQUESTED DUE DATE:
* DIT CONTACT :	
* TELEPHONE :	
* COPY TO :	

* DIT APPROVAL :	DATE:
------------------	-------

ACTIVITY CODE:	AGENCY LOG NO:
AGENCY :	
COORDINATOR :	
ADDRESS :	
CITY :	
STATE:	ZIP:
TELEPHONE :	

* VENDOR :	
* ADDRESS :	
* CITY :	
* STATE :	ZIP:
* REMARKS TO VENDOR:	

* ATTENTION:

* SERVICE REP:	
* TELEPHONE :	DUE DATE:
* S.O. NOS :	
* REMARKS FROM VENDOR:	

SERVICE ORDER GENERAL DESCRIPTION: DESCRIPTION PAGE 1

COMMONWEALTH OF VIRGINIA AGENCY PROCUREMENT REQUEST

1. AGENCY INFORMATION

AGENCY: Virginia Information Technologies Agency
AGENCY DIVISION: Telecommunications
PROGRAM NAMES/CODES: Requisition Number: 345-149
CONTACT NAME: Stuart L. Thacker

REQUEST NO.: 04-0013
AGENCY CODE: 138
FUND CODE: _____
TEL NO.: (804) 371-8843
FAX TEL NO.: (804) 225-4833

2. ESTIMATED PROCUREMENT COSTS

ITEM	PURCHASE PRICE	RENT OR LEASE/NO.	RENT/LEASE X TERM (MOS.)	TOTAL
HARDWARE			()	
SOFTWARE			()	
SERVICES		\$0.00	()	\$0.00
MAINTENANCE:			()	
FINANCE CHARGE		N/A	N/A	
OTHER CHARGES		N/A	N/A	
TOTAL				\$0.00

3. SEE PAGE 2 OF THIS FORM: PROJECT DESCRIPTION AND JUSTIFICATION (FEASIBILITY STUDY)

4. FUNDING CERTIFICATION

CERTIFICATION:

I hereby certify that sufficient funds for this request
are available under the source(s) indicated.

FUND SOURCES:

Cost Center: 345

Billing Element: 32000

Sub-Object Code	Sequence	Suffix
<u>1217</u>	_____ / _____	_____
_____	_____ / _____	_____
_____	_____ / _____	_____
_____	_____ / _____	_____

SUBMITTED:

10/01/2003
Date

Robert H. Davidson
Name (Type or Print)

Signature

Director, Telecom &
Network Services
Title

5. RECOMMENDED FOR APPROVAL

Date

Director

VITA Office of Acquisition Services

FOR VITA USE ONLY

VITA APR #: 96

ASSIGNED TO: Perf

APPROVAL #:

APPROVAL AMOUNT \$: Per Order

DELIVERY ORDER #:

CONTRACT #: VA-040304-NTEL